#### United States Bankruptcy Court Southern District of New York

In re: Lehman Brothers Holdings, Inc. et al.

Case No. 08-13555 (JMP) (Jointly Administered)

#### PARTIAL TRANSFER OF CLAIMS OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001 (e) (2), Fed. R. Bankr. P., of the partial transfer, other than for security, of the claim referenced in this evidence and notice.

Oaktree Huntington Investment Fund, L.P.	Morgan Stanley & Co. International plc		
Name of Transferee	Name of Transferor		
Name and Address where notices to transferee should be sent:	Court Claim # (if known): 56932		
Oaktree Huntington Investment Fund, L.P.	Amount of Claim: The following amounts plus all accrued interest, fees and other recoveries due thereon:		
c/o Oaktree Capital Management, L.P. 333 South Grand Avenue, 28th Floor Los Angeles, CA 90071 Attn: William Santangelo Email: ocmwsonotices@oaktreecpaital.com 12012835980@tls.ldsprod.com Copy: Jeff Arnold Email: jarnold@oaktreecapital.com  Last Four Digits of Acct. #:	(i) \$794,820.97, with respect to ISIN/CUSIP XS0121110455; (ii) \$1,134,080.95, with respect to ISIN/CUSIP XS0122516296; (iii) \$1,545,301.47 with respect to ISIN/CUSIP XS01231503774; (iv) \$1,088,450.11, with respect to ISIN/CUSIP XS0123410838; (v) \$1,123,488.79, with respect to ISIN/CUSIP XS0124186981; (vi) \$3,506,776.29, with respect to ISIN/CUSIP XS0125559111; (vii) \$653,323.37, with respect to ISIN/CUSIP XS0126892172; (viii) \$732,168.02, with respect to ISIN/CUSIP XS0122516379; (ix) \$1,312,743.60, with respect to ISIN/CUSIP XS0124187104; a (x) \$2,099,785.60, with respect to ISIN/CUSIP XS0125538974.		
	Date Claim Filed: October 29, 2009		
	Phone: Last Four Digits of Acct. #:		
I declare under penalty of perjury that the inform knowledge and belief.	nation provided in this notice is true and correct to the best of my		
Oaktree Huntington Investment Fund, L.P.			
By: Oaktree Huntington Investment Fund GP, L. its: General Partner	P.		
By: Oaktree Huntington Investment Fund GP LT its: Managing Member	TD .		
By: Oaktree Capital Management, L.P. its: Director			
By: Transferee's Agent	7 Date: 12/8/10		
By: Blue Transferee's Agent	Date: 12/7/10		

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571. 032-3571/COURT/2890032.1

#### United States Bankruptcy Court Southern District of New York

In re: Lehman Brothers Holdings, Inc. et al.

Case No. <u>08-13555 (JMP) (Jointly Administered)</u>

#### PARTIAL TRANSFER OF CLAIMS OTHER THAN FOR SECURITY

CLAIM 56932 was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the partial transfer of that claim, the transferee filed a Partial Transfer of Claim other than for Security in the Clerk's office of this court on

Morgan Stanley & Co. International plc Name of Alleged Transferor  Address of Alleged Transferor:  Morgan Stanley & Co. International plc 25, Cabot Square Canary Wharf London E14 4QA Email: Indistressed@morganstanley.com	Oaktree Huntington Investment Fund, L.P.  Name of Transferee  Address of Transferee:  Oaktree Huntington Investment Fund, L.P. c/o Oaktree Capital Management, L.P. 333 South Grand Avenue, 28th Floor Los Angeles, CA 90071  Attn: William Santangelo Email: ocmwsonotices@oaktreecpaital.com 12012835980@tls.ldsprod.com Copy: Jeff Arnold Email: jarnold@oaktreecapital.com

#### ~~DEADLINE TO OBJECT TO TRANSFER~~

The alleged transferor of the claim is h	nereby notified that objections must be filed with the court within twenty-one
(21) days of the mailing of this notice.	If no objection is timely received by the court, the transferee will be
substituted as the original claimant wit	hout further order of the court.

Date:	
	CLERK OF THE COURT

### AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

#### TO: THE DEBTOR AND THE BANKRUPTCY COURT

For value received, the adequacy and sufficiency of which are hereby acknowledged, Morgan Stanley & Co. International plc ("Sciler") hereby unconditionally and irrevocably sells, transfers and assigns to purchasers as set forth in Schedule I hereto (the "Purchaser" and individually, an "Individual Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 56932 filed by or on behalf of Mediolanum Vita S.p.A. ("Predecessor") (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Furchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

The Transferred Claims were transferred from Predecessor to Seller as evidenced at docket No.12496 in the Proceedings.

- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the

Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.
- 8. It is being understood among the Seller and each Individual Purchaser that each Individual Purchaser is executing this agreement solely in its individual capacity and that all obligations and/or liabilities of an Individual Purchaser hereunder are enforceable solely against such Individual Purchaser and such Individual Purchaser's assets. The agreements made by each Individual Purchaser hereunder and all obligations and liabilities of each Individual Purchaser shall be several (and not joint and several) in accordance with each Individual Purchaser's respective Purchased Claim.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this **20** day of December, 2010

MORGAN STANLEY
CO. INTERNATIONAL PLC

By:\_\_\_\_ Name: Title:

BRIAN CRIPPS Authorised Signatory

25, Cabot Square Canary Wharf London E14 4QA

E- mail: Indistressed@morganstanley.com

& Oaktree Huntington Investment Fund, L.P.

By: Oaktree Huntington Investment Fund GP, L.P.

Its: General Partner

By: Oaktree Huntington Investment Fund GP LTD

Its: Managing Member

By: Oaktree Capital Management, L.P.

its: Director

By: Scott L. Graves
Title: Managing Director

William Melansor

William Melanson Authorized Signatory

Address:

Oaktree Huntington Investment Fund, L.P.

C/O Oaktree Capital Management, L.P. 333 South Grand Ave, 28th Floor

Los Angeles, CA 90071

Oaktree Opportunities Fund VIII (Parallel 2), L.P.

By: Oaktree Capital Management, LLC

its: General Partner

By: Oaktree Fund GP, L.P.

its: Managing Member

By:
Name: Scott L Graves
Title: Authorized Signatory

Address:

Oaktree Opportunities Fund VIII (Parallel 2), L.P.

C/O Oaktree Capital Management, L.P.

333 South Grand Ave, 28th Floor Los Angeles, CA 90071

Oaktree Opportunities Fund VIII, L.P.

By: Oaktree Opportunities Fund VIII GP, L.P. its: General Partner

By: Oaktree Opportunities Fund VIII GP Ltd. its: General Partner

By: Oaktree Capital Management, L.P. its: Managing Member

By:\_\_\_ Name:\_ Title:\_

Scott L. Graves Managing Director

William Welansur Vice President

William Meianson Vice President

#### Address:

Oaktree Opportunities Fund VIII, L.P. C/O Oaktree Capital Management, L.P. 333 South Grand Ave, 28th Floor Los Angeles, CA 90071

#### Oaktree Opportunities Fund VIII (Parallel), L.P.

By: Oaktree Opportunities Fund VIII GP, L.P. its: General Partner

By: Oaktree Opportunities Fund VIII GP Ltd. its: General Partner

By: Oaktree Capital Management, L.P. its: Director

ns. Directo

By:\_\_\_ Name:\_ Title:\_\_

Scott L. Graves
Managing Director

Address:

Oaktree Opportunities Fund VIII (Parallel), L.P.

C/O Oaktree Capital Management, L.P. 333 South Grand Ave, 28th Floor Los Angeles, CA 90071

OCM Opportunities Fund VIIb, LP

By: OCM Opportunities Fund VIIb GP, L.P. its: General Partner

By: OCM Opportunities Fund VIIb GP Ltd. its: Managing Member

By: Oaktree Capital Management, L.P. its: Director

By: Dust L. Graves
Title: Managing Director

William Melansor Vice President

#### Address:

OCM Opportunities Fund VIIb, LP C/O Oaktree Capital Management, L.P.

333 South Grand Ave, 28th Floor Los Angeles, CA 90071

#### OCM Opportunities Fund VIIb (Parallel), L.P.

By: OCM Opportunities Fund VIIb GP, L.P. its: General Partner

By: OCM Opportunities Fund VIIb GP Ltd. its: General Partner

By: Oaktree Capital Management, L.P. its: Director

By: Sco

Scott L. Graves
Managing Director

Villiam Melanson Vice President

#### Address;

OCM Opportunities Fund VIIb (Parallel), L.P.

C/O Oaktree Capital Management, L.P.

333 South Grand Ave, 28th Floor

Los Angeles, CA 90071

Schedule 1

Transferred Claims

99.88814318% of XS0121110455 = USD 6,633,412.37 of USD 6,640,840.60 (the outstanding amount of XS0121110455 as described in the Proof of Claim as of December  $\frac{20}{20}$ , 2010),

Original claim amount USD 133,916,578.63 - proof of claim number 56932

(the outstanding principal amount of the Proof of Claim as of December 20, 2010).

Lehman Programs Securities to which Transfer Relates

		Marie Carlo
Total Amount (as of Proof of Claim Filing Date)	EUR 561,671.24 which is the equivalent of \$794,820.97 plus all accrued interest, fees and other recovenes due.	EUR 2,031,465.13 which is the equivalent of \$2,874,726.30 plus all accrued interest, fees and other recoveries due.
Principal/Notional Amount	11.98208287% of the ISIN/CUSIP XS0121110455 under the Proof of Claim, which is EUR 535,000.00 plus EUR 26,671.24 being all accrued interest, fees and other recoveries due (which is equivalent of \$794,820.97).	43.33706607% of the ISIN/CUSIP XS0121110455 under the Proof of Claim, which is EUR 1,935,000.00 plus EUR 96,465.13 being all accured interest, fees and other recoveries due (which is equivalent of \$2,874,726.30).
Guarantor	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.
Issuer	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B. V.
ISIN/CUSIP	XS0121110455	XS0121110455
Description of Security	Lchman Brothers Treasury CO. BV Program Securities Bonds	Lehman Brothers Treasury CO. BV Program Securities Bonds
Individual Purchaser	Oaktrec Huntington Investment Fund, L.P.	Oaktree Opportunities Fund VIII, L.P.

EUR 314,955.83 which is the equivalent of \$445,694.00 plus all accrued interest, fees and other recoveries due.	EUR 104,985.28 which is the equivalent of USD \$148,564.67 plus all accrued interest, fees and other recoveries due.	EUR 1,501,289.47 which is the equivalent of \$2,124,474.73 plus all accrued interest, fees and other recoveries due.
6.71892497% of the ISIN/CUSIP XS0121110455 under the Proof of Claim, which is EUR 300,000.00 plus EUR 14,955.83 being all accrued interest, fees and other recoveries due (which is equivalent of \$445,694.00).	2.23964166% of the ISIN/CUSIP XS0121110455 under the Proof of Claim, which is EUR 100,000.00 plus EUR 4,985.28 being all accrued interest, fees and other recoveries due (which is equivalent of \$148,564.67).	32.02687570% of the ISIN/CUSIP XS0121110455 under the Proof of Claim, which is EUR 1,430,000.00 plus EUR 71,289.47 being all accrued interest, fees and other recoveries due (which is equivalent of \$2,124,474.73).
Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.
Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.
XS0121110455	XS0121110455	XS0121110455
Lehman Brothers Treasury CO. BV Program Securities Bonds	Lehman Brothers Treasury CO. BV Program Securities Bonds	Lchman Brothers Treasury CO. BV Program Securities Bonds
Oaktree Opportunities Fund VIII (Parallel), L.P.	Oaktree Opportunities Fund VIII (Parallel 2), L.P.	OCM Opportunities Fund VIIb, L.P.

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EUR 173,225.71 which is the	equivalent of \$245,131,70 plus	all accrued interest, fees and other	recovenes due.							
XS0121110455 Lehman Brothers Lehman Brothers 3.69540873% of the	ISIN/CUSIP	XS0121110455 under	the Proof of Claim,	which is EUR	165,000.00 plus EUR	8,225.71 being all	accrued interest, fees and	other recoveries due	(which is equivalent of	\$245 131.70)
Lehman Brothers	Holdings Inc.									
Lehman Brothers	sury Co.	B.V.								
XS0121110455										
Lehman Brothers Treasury CO.	BV Program Securities Bonds									
OCM	Copportunities	ruita VIIO	(raialici), L.F.							

#### AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

#### TO: THE DEBTOR AND THE BANKRUPTCY COURT

For value received, the adequacy and sufficiency of which are hereby acknowledged, Morgan 1. Stanley & Co. International plc ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to purchasers as set forth in Schedule I hereto (the "Purchaser" and individually, an "Individual Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 56932 filed by or on behalf of Mediolanum Vita S.p.A. ("Predecessor") (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

The Transferred Claims were transferred from Predecessor to Seller as evidenced at docket No.12494 in the Proceedings.

- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the

Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.
- 8. It is being understood among the Seller and each Individual Purchaser that each Individual Purchaser is executing this agreement solely in its individual capacity and that all obligations and/or liabilities of an Individual Purchaser hereunder are enforceable solely against such Individual Purchaser and such Individual Purchaser's assets. The agreements made by each Individual Purchaser hereunder and all obligations and liabilities of each Individual Purchaser shall be several (and not joint and several) in accordance with each Individual Purchaser's respective Purchased Claim.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20 day of December, 2010

MORGAN STANLEY
CO. INTERNATIONAL PLC

By:\_\_\_ Name: Title:

BRIAN CRIPPS 25, Caboacommorised Signatory Canary Whatf

London E14 4QA

E- mail: Indistressed@morganstanley.com

Oaktree Hundington Investment Fund, L.P.

By: Oaktree Huntington Investment Fund GP, L.P.

Its: General Partner

By: Oaktree Huntington Investment Fund GP LTD

Its: Managing Member

By: Oaktree Capital Management, L.P.

its: Director

By:
Name:
Scott L. Graves
Title:
Managing Director

William Welanson Vice President

William Melanson Authorized Signatory

Address:

Oaktree Huntington Investment Fund,

L.P.

C/O Oaktree Capital Management, L.P.

333 South Grand Ave, 28th Floor

Los Angeles, CA 90071

Oaktree Opportunities Fund VIII (Parallel 2), L.P.

By: Oaktree Capital Management, LLC

its: General Partner

By: Oaktree Fund GP, L.P.

its: Managing Member

Name: Scott L. Graves
Title: Authorized Signatory

Address:

Oaktree Opportunities Fund VIII (Parallel 2),

C/O Oaktree Capital Management, L.P.

333 South Grand Ave, 28th Floor

Los Angeles, CA 90071

Oaktree Opportunities Fund VIII, L.P.

By: Oaktree Opportunities Fund VIII GP, L.P.

its: General Partner

By: Oaktree Opportunities Fund VIII GP Ltd.

its: General Partner

By: Oaktree Capital Management, L.P.

its: Managing Member

Name: Sc Title: Man

Scott L. Graves
Managing Director

William Melanson

Vice President

William Melanson

Vice President

#### Address:

Oaktree Opportunities Fund VIII, L.P. C/O Oaktree Capital Management, L.P. 333 South Grand Ave, 28th Floor Los Angeles, CA 90071

#### Oaktree Opportunities Fund VIII (Parallel), L.P.

By: Oaktree Opportunities Fund VIII GP, L.P. its: General Partner

By: Oaktree Opportunities Fund VIII GP Ltd.

its: General Partner

By: Oaktree Capital Management, L.P.

its: Director

By: Scott
Title: Manage

Scott L. Graves
Managing Director

Address:

Oaktree Opportunities Fund VIII (Parallel), L.P.

C/O Oaktree Capital Management, L.P. 333 South Grand Ave, 28th Floor Los Angeles, CA 90071

#### OCM Opportunities Fund VIIb, LP

By: OCM Opportunities Fund VIIb GP, L.P. its: General Partner

By: OCM Opportunities Fund VIIb GP Ltd. its: Managing Member

By: Oaktree Capital Management, L.P. its: Director

Scott L. Graves
Managing Director

William Melanson Vice President

#### Address:

OCM Opportunities Fund VIIb, LP C/O Oaktree Capital Management, L.P.

333 South Grand Ave, 28th Floor Los Angeles, CA 90071

#### OCM Opportunities Fund VIIb (Parallel), L.P.

By: OCM Opportunities Fund VIIb GP, L.P. its: General Partner

By: OCM Opportunities Fund VIIb GP Ltd. its: General Partner

By: Oaktree Capital Management, L.P.

its: Director

By: Name: Title:

Scott L. Graves
Managing Director

William Melanson Vice President

#### Address:

OCM Opportunities Fund VIIb (Parallel), L.P.

C/O Oaktree Capital Management, L.P. 333 South Grand Ave, 28th Floor Los Angeles, CA 90071

## Schedule 1

# Transferred Claims

99.53271028% of XS0122516296 = USD 9,472,911.48 of USD 9,517,385.24 (the outstanding amount of XS0122516296 as described in the Proof of Claim as of December  $\frac{2a}{2}$ , 2010),

Original claim amount USD 133,916,578.63 - proof of claim number 56932

(the outstanding principal amount of the Proof of Claim as of December  $\underline{2b}$ , 2010).

Lehman Programs Securities to which Transfer Relates

Total Amount (as of Proof of Claim Filing Date)	EUR 801,414.00 which is the equivalent of \$1,134,080.95 plus all accrued interest, fees and other recoveries due.	EUR 2,896,614.00 which is the equivalent of \$4,098,998.47 plus all accrued interest, fees and other recoveries due.
Principal/Notional Amount	11.97183099% of the ISIN/CUSIP XS0122516296 under the Proof of Claim, which is EUR 765,000.00 plus EUR 36,414.00 being all accrued interest, fees and other recoveries due (which is equivalent of \$1,134,080.95).	43.27073552% of the ISIN/CUSIP XS0122516296 under the Proof of Claim, which is EUR 2,765,000.00 plus EUR 131,614.00 being all accrued interest, fees and other recoveries due (which is equivalent of \$4,098,998.47).
Guarantor	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.
Issuer	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.
ISIN/CUSIP	XS0122516296	XS0122516296
Description of Security	Lehman Brothers Treasury CO. BV Program Securities Bonds	Lehman Brothers Treasury CO. BV Program Securities Bonds
Individual Purchaser	Oaktree Huntington Investment Fund, L.P.	Oaktree Opportunities Fund VIII, L.P.

EUR 450,468.00 which is the equivalent of \$637,457.27 plus all accrued interest, fees and other recoveries due.	EUR 136,188.00 which is the equivalent of \$192,719.64 plus all accrued interest, fees and other recoveries due.	EUR 2,152,818.00 which is the equivalent of \$3,046,452.75 plus all accrued interest, fees and other recoveries due.
6.72926448% of the ISIN/CUSIP XS0122516296 under the Proof of Claim, which is EUR 430,000.00 plus EUR 20,468.00 being all accrued interest, fees and other recoveries due (which is equivalent of \$637,457.27).	2.0342879% of the ISIN/CUSIP XS0122516296 under the Proof of Claim, which is EUR 130,000.00 plus EUR 6,188.00 being all accrued interest, fees and other recoveries due (which is equivalent of \$192,719.64).	32.15962441% of the ISIN/CUSIP XS0122516296 under the Proof of Claim, which is EUR 2,055,000.00 plus EUR 97,818.00 being all accrued interest, fees and other recoveries due (which is equivalent of \$3,046,452.75).
Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.
Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.
XS0122516296	XS0122516296	XS0122516296
Lehman Brothers Treasury CO. BV Program Securities Bonds	Lehman Brothers Treasury CO. BV Program Securities Bonds	Lehman Brothers Treasury CO. BV Program Securities Bonds
Oaktree Opportunities Fund VIII (Parallel), L.P.	Oaktree Opportunities Fund VIII (Parallel 2), L.P.	OCM Opportunities Fund VIIb, L.P.

EUR 256,662.00 which is the equivalent of \$363,202.40 plus all accrued interest, fees and other recoveries duc.
XS0122516296 Lehman Brothers Lehman Brothers ISIN/CUSIP Treasury Co. Holdings Inc. XS0122516296 under B.V. XS0122516296 under the Proof of Claim, which is EUR 245,000.00 plus EUR 11,662.00 being all accrued interest, fees and other recoveries due (which is equivalent of \$363,202.40).
Lehman Brothers Holdings Inc.
Lehman Brothers Treasury Co. B. V.
XS0122516296
Lehman Brothers Treasury CO. BV Program Securities Bonds
OCM Opportunities Fund VIIb (Parallel), L.P.

### AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

#### TO: THE DEBTOR AND THE BANKRUPTCY COURT

For value received, the adequacy and sufficiency of which are hereby acknowledged, Morgan Stanley & Co. International ple ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to purchasers as set forth in Schedule I hereto (the "Purchaser" and individually, an "Individual Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 56932 filed by or on behalf of Mediolanum Vita S.p.A. ("Predecessor") (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

The Transferred Claims were transferred from Predecessor to Seller as evidenced at docket No.12495 in the Proceedings.

- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the

Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harraless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.
- 8. It is being understood among the Seller and each Individual Purchaser that each Individual Purchaser is executing this agreement solely in its individual capacity and that all obligations and/or liabilities of an Individual Purchaser hereunder are enforceable solely against such Individual Purchaser and such Individual Purchaser's assets. The agreements made by each Individual Purchaser hereunder and all obligations and liabilities of each Individual Purchaser shall be several (and not joint and several) in accordance with each Individual Purchaser's respective Purchased Claim.

IN WITNESS WHEREOF, this ACREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 25 day of December, 2010

MORGAN STANLEY
CO. INTERNATIONAL PLC

By:\_\_\_ Name: Title:

Title: BRIAN CRIPPS 25, Cabol Withourised Signatory

Canary Wharf London E14 4QA

E-mail: |ndistressed@morganstanley.com

Oaktree Huntington Investment Fund, L.P.

By: Oaktree Huntington Investment Fund GP, L.P.

Its: General Partner

By: Oaktree Huntington Investment Fund GP LTD

Its: Managing Member

By: Oaktree Capital Management, L.P.

its: Director

By:
Name: Scott L. Graves
Title: Managing Director

William Melanson Vice President

William Melanson Authorized Signatory

Address:

Oaktree Huntington Investment Fund,

L.P.

C/O Oaktroe Capital Management, L.P.

333 South Grand Ave, 28th Floor

Los Angeles, CA 90071

Oaktree Opportunities Fund VIII (Parallel 2), L.P.

By: Oaktree Capital Management, LLC

its: General Partner

By: Oaktree Fund GP, L.P.

its: Managing Member

By: Scott L. Graves
Title: Authorized Signatory

Address:

Oaktree Opportunities Fund VIII (Parallel 2),

L.P

C/O Oaktree Capital Management, L.P.

333 South Grand Ave, 28th Floor

Los Angeles, CA 90071

Oaktree Opportunities Fund VIII, L.P.

By: Oaktree Opportunities Fund VIII GP, L.P.

its: General Partner

By: Oaktree Opportunities Fund VIII GP Ltd.

its: General Partner

By: Oaktree Capital Management, L.P.

its: Managing Member

By: Name: Scott L. Graves
Title: Managing Director

Address:

Oaktree Opportunities Fund VIII, L.P. C/O Oaktree Capital Management, L.P. 333 South Grand Ave, 28th Floor Los Angeles, CA 90071

Oaktree Opportunities Fund VIII (Parallel), L.P.

William Melanson

William Melanson

Vice President

Vice President

By: Oaktree Opportunities Fund VIII GP, L.P.

its: General Partner

By: Oaktree Opportunities Fund VIII GP Ltd. its: General Partner

By: Oaktree Capital Management, L.P.

its: Director

By:\_\_\_\_ Name:\_\_\_ Title:\_\_

Scott L. Graves
Managing Director

Address:

Oaktree Opportunities Fund VIII (Parallel), L.P.

C/O Oaktree Capital Management, L.P. 333 South Grand Ave, 28th Floor Los Angeles, CA 90071

OCM Opportunities Fund VIIb, LP

By: OCM Opportunities Fund VIIb GP, L.P. its: General Partner

By: OCM Opportunities Fund VIIb GP Ltd. its: Managing Member

By: Oaktree Capital Management, L.P. its: Director

By: Scott L. Graves
Title: Managing Director

William Melansor Vice President

#### Address:

OCM Opportunities Fund VIIb, LP C/O Oaktree Capital Management, I. P

333 South Grand Ave, 28th Floor Los Angeles, CA 90071

#### OCM Opportunities Fund VIIb (Parallel), L.P.

By: OCM Opportunities Fund VIIb GP, L.P. its: General Partner

By: OCM Opportunities Fund VIIb GP Ltd. its: General Partner

By: Oaktree Capital Management, L.P. its: Director

By: Scott L. Graves
Title: Managing Director

William Melanson. Vice President

#### Address:

OCM Opportunities Fund VIIb (Parallel), L.P. C/O Oaktree Capital Management, L.P. 333 South Grand Ave, 28th Floor

Los Angeles, CA 90071

## Schedule 1

## Transferred Claims

99.6547756% of XS0121503774 = USD 12,867,606.43 of USD 12,912,182.43 (the outstanding amount of XS0121503774 as described in the Proof of Claim as of December 29, 2010),

Original claim amount USD 133,916,578.63 - proof of claim number 56932

(the outstanding principal amount of the Proof of Claim as of December 12, 2010).

Lehman Programs Securities to which Transfer Relates

Total Amount (as of Proof of Claim Filing Date)	EUR 1,092,008.67 which is the equivalent of \$1,545,301.47 plus all accrued interest, fees and other recoveries due.	EUR 3,932,281.21 which is the equivalent of \$5,564,571.14 plus all accrued interest, fees and other recoveries due.
Principal/Notional Amount	12.00923788% of the ISIN/CUSIP XS0121503774 under the Proof of Claim, which is EUR 1,040,000.00 plus EUR 52,008.67 being all accrued interest, fees and other recoveries due (which is equivalent of \$1,545,301.47).	43.24480370% of the ISIN/CUSIP XS0121503774 under the Proof of Claim, which is EUR 3,745,000.00 plus EUR 187,281.21 being all accrued interest, fees and other recoveries due (which is equivalent of \$5,564,571.14).
Guarantor	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.
Issuer	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.
ISIN/CUSIP	XS0121503774	XS0121503774
Description of Security	Lchman Brothers Treasury CO. BV Program Securities Bonds	Lehman Brothers Treasury CO. BV Program Securities Bonds
Individual Purchaser	Oaktree Huntington Investment Fund, L.P.	Oaktree Opportunities Fund VIII, L.P.

s all	s all	ther
EUR 614,254.88 which is the equivalent of \$869,232.07 plus all accrued interest, fees and other recoveries due.	EUR 183,751.46 which is the equivalent of \$260,026.69 plus all accrued interest, fees and other recoveries due.	EUR 2,919,023.17 which is the equivalent of \$4,130,709.69 plus all accrued interest, fees and other recoveries due.
f \$869,2 f \$869,2 rest, fees ac.	1.46 whi f \$260,00 est, fees i.e.	23.17 w \$4,130, iterest, fi
EUR 614,254.8 equivalent of \$ accrued interes recoveries due,	EUR 183,751.4 equivalent of \$2 accrued interest recoveries due.	EUR 2,919,023 equivalent of \$. all accrued inte recoveries due.
6.75519630% of the ISIN/CUSIP XS0121503774 under the Proof of Claim, which is EUR 585,000.00 plus EUR 29,254.88 being all accrued interest, fees and other recoveries due (which is equivalent of \$869,232.07).	2.02078522% of the ISIN/CUSIP XS0121503774 under the Proof of Claim, which is EUR 175,000.00 plus EUR 8,751.46 being all accrued interest, fees and other recoveries due (which is equivalent of \$260,026.69).	32.10161663% of the ISIN/CUSIP XS0121503774 under the Proof of Claim, which is EUR 2,780,000.00 plus EUR 139,023.17 being all accrued interest, fees and other recoveries due (which is equivalent of \$4,130,709.69).
Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.
Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.
XS0121503774	XS0121503774	XS0121503774
Lehman Brothers Treasury CO. BV Program Securities Bonds	Lehman Brothers Treasury CO. BV Program Securities Bonds	Lehman Brothers Treasury CO. BV Program Securities Bonds
Oaktree Opportunities Fund VIII (Parallel), L.P.	Oaktree Opportunities Fund VIII (Parallel 2), L.P.	OCM Opportunities Fund VIIb, L.P.

EUR 351,752.79 which is the equivalent of \$497,765.38 plus all accrued interest, fees and other recoveries due.
XS0121503774 Lehman Brothers 1.86836028% of the Treasury Co. Holdings Inc. XS0121503774 under B.V. XS0121503774 under the Proof of Claim, which is EUR 335,000.00 plus EUR 16,752.79 being all accrued interest, fees and other recoveries due (which is equivalent of \$497,765.38).
Lehman Brothers Holdings Inc.
Lehman Brothers Treasury Co. B.V.
XS0121503774
Lehman Brothers Treasury CO. BY Program Securities Bonds
OCM Opportunities Fund VIIb (Parallel), L.P.

#### AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

#### TO: THE DEBTOR AND THE BANKRUPTCY COURT

For value received, the adequacy and sufficiency of which are hereby acknowledged, Morgan 1. Stanley & Co. International plc ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to purchasers as set forth in Schedule I hereto (the "Purchaser" and individually, an "Individual Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 56932 filed by or on behalf of Mediolanum Vita S.p.A. ("Predecessor") (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

The Transferred Claims were transferred from Predecessor to Seller as evidenced at docket No.12492 in the Proceedings.

- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the

Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.
- 8. It is being understood among the Seller and each Individual Purchaser that each Individual Purchaser is executing this agreement solely in its individual capacity and that all obligations and/or liabilities of an Individual Purchaser hereunder are enforceable solely against such Individual Purchaser and such Individual Purchaser's assets. The agreements made by each Individual Purchaser hereunder and all obligations and liabilities of each Individual Purchaser shall be several (and not joint and several) in accordance with each Individual Purchaser's respective Purchased Claim.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20 day of December, 2010

MORGAN STANLEY
CO, INTERNATIONAL PLC

By:\_\_\_ Name: Title:

BRIAN CRIPPS

25, Cabot Stathorised Signatory

Canary Wharf London E14 4QA

E- mail: Indistressed@morganstanley.com

Oaktree Huntington Investment Fund, L.P.

By: Oaktree Huntington Investment Fund GP, L.P.

Its: General Partner

By: Oaktree Huntington Investment Fund GP LTD

Its: Managing Member

By: Oaktree Capital Management, L.P.

its: Directe

By: Scott L. Graves
Title: Managing Director

William Melanson

William Melanson

Authorized Signatory

Address:

Oaktree Huntington Investment Fund,

L.P.

C/O Oaktree Capital Management, L.P. 333 South Grand Ave, 28th Floor

Los Angeles, CA 90071

Oaktree Opportunities Fund VIII (Parallel 2), L.P.

By: Oaktree Capital Management, LLC

its: General Partner

By: Oaktree Fund GP, L.P.

its: Managing Member

By:
Name:
Title: Scott L. Graves
Authorized Signatory

Address:

Oaktree Opportunities Fund VIII (Parallel 2),

L.P.

C/O Oaktree Capital Management, L.P.

333 South Grand Ave, 28th Floor

Los Angeles, CA 90071

Oaktree Opportunities Fund VIII, L.P.

By: Oaktree Opportunities Fund VIII GP, L.P.

its: General Partner

By: Oaktree Opportunities Fund VIII GP Ltd.

its: General Partner

By: Oaktree Capital Management, L.P.

its: Managing Member

By: Scrift I Graves
Title: Managing Director

William Melanson Vice President

William Melansor

Vice President

#### Address:

Oaktree Opportunities Fund VIII, L.P. C/O Oaktree Capital Management, L.P. 333 South Grand Ave, 28th Floor Los Angeles, CA 90071

#### Oaktree Opportunities Fund VIII (Parailel), L.P.

By: Oaktree Opportunities Fund VIII GP, L.P. its: General Partner

By: Oaktree Opportunities Fund VIII GP Ltd. its: General Partner

By: Oaktree Capital Management, L.P.

its: Director

By: Name: Scott L. Graves
Managing Director

Address:

Oaktree Opportunities Fund VIII (Parallel), L.P.

C/O Oaktree Capital Management, L.P. 333 South Grand Ave, 28th Floor Los Angeles, CA 90071

#### OCM Opportunities Fund VIIb, LP

By: OCM Opportunities Fund VIIb GP, L.P. its; General Partner

By: OCM Opportunities Fund VIIb GP Ltd. its: Managing Member

By: Oaktree Capital Management, L.P. its: Director

By:\_\_\_ Name:\_ Title:\_

Scott L. Graves Managing Director William Melansor Vice President

Address:

OCM Opportunities Fund VIIb, LP C/O Oaktree Capital Management, L.P.

333 South Grand Ave, 28th Floor Los Angeles, CA 90071

OCM Opportunities Fund VIIb (Parallel), L.P.

By: OCM Opportunities Fund VIIb GP, L.P.

its: General Partner

By: OCM Opportunities Fund VIIb GP Ltd.

its: General Partner

By: Oaktree Capital Management, L.P.

its: Director

By:\_\_\_\_( Name:\_\_\_ Title:\_\_

Scott L. Graves
Managing Director

Address:

OCM Opportunities Fund VIIb (Parallel), L.P.

C/O Oaktree Capital Management, L.P.

333 South Grand Ave, 28th Floor

Los Angeles, CA 90071

Baldane

William Welanson Vice President

## Schedule 1

## Transferred Claims

100% of XS0123410838 = USD 9,090,029.28 of USD 9,090,029.28 (the outstanding amount of XS0123410838 as described in the Proof of Claim as of December 20, 2010),

Original claim amount USD 133,916,578.63 - proof of claim number 56932

(the outstanding principal amount of the Proof of Claim as of December 20, 2010).

Lehman Programs Securities to which Transfer Relates

Total Amount for of Dearf of	Claim Filing Date)	N E	EUR 769, 168.33 which is the equivalent of \$1,088,450.11 plus all accrued interest, fees and other recoveries due.	quivalent of \$1,088,450.11 plus ll accrued interest, fees and other ecoveries due.	UR 769,168.33 which is the quivalent of \$1,088,450.11 plus Il accrued interest, fees and other ecoveries due.	quivalent of \$1,088,450.11 plus ll accrued interest, fees and other ecoveries due.	EUR 769,168.33 which is the equivalent of \$1,088,450.11 plus all accrued interest, fees and other recoveries due.  EUR 2,775,242.50 which is the equivalent of \$3,927,245.66 plus	EUR 769,168.33 which is the equivalent of \$1,088,450.11 plus all accrued interest, fees and other recoveries due.  EUR 2,775,242.50 which is the equivalent of \$3,927,245.66 plus all accrued interest, fees and other	quivalent of \$1,088,450.11 plus ll accrued interest, fees and other ecoveries due.  UR 2,775,242.50 which is the quivalent of \$3,927,245.66 plus ll accrued interest, fees and other ecoveries due.	quivalent of \$1,088,450.11 plus ll accrued interest, fees and other ecoveries due.  UR 2,775,242.50 which is the quivalent of \$3,927,245.66 plus ll accrued interest, fees and other ecoveries due.	quivalent of \$1,088,450.11 plus ll accrued interest, fees and other ecoveries due.  UR 2,775,242.50 which is the quivalent of \$3,927,245.66 plus ll accrued interest, fees and other ecoveries due.	quivalent of \$1,088,450.11 plus ll accrued interest, fees and other ecoveries due.  UR 2,775,242.50 which is the quivalent of \$3,927,245.66 plus ll accrued interest, fees and other ecoveries due.	i.UR 769,168.33 which is the quivalent of \$1,088,450.11 plus ll accrued interest, fees and other ecoveries due.  i.UR 2,775,242.50 which is the quivalent of \$3,927,245.66 plus ll accrued interest, fees and other ecoveries due.	i.UR 769,168.33 which is the quivalent of \$1,088,450.11 plus ll accrued interest, fees and other ecoveries due.  I.UR 2,775,242.50 which is the quivalent of \$3,927,245.66 plus ll accrued interest, fees and other ecoveries due.	UR 769,168.33 which is the quivalent of \$1,088,450.11 plus ll accrued interest, fees and other ecoveries due.  UR 2,775,242.50 which is the quivalent of \$3,927,245.66 plus ll accrued interest, fees and other ecoveries due.
			-		1/4,-7		bue f.	gand 3	pue J.	pue J.	and f	R fr and	if and if	and R	and f. R. R. R. F. L.
Frincipal/reducing		11.97411003% of the ISIN/CUSIP	XS0123410838 under the Proof of Claim, which is EUR	XS0123410838 under the Proof of Claim, which is EUR 740,000.00 plus EUR 29,168.33 being all accrued interest, fees and	XS0123410838 under the Proof of Claim, which is EUR 740,000.00 plus EUR 29,168.33 being all accrued interest, fees and other recoveries due	XS0123410838 under the Proof of Claim, which is EUR 740,000.00 plus EUR 29,168.33 being all accrued interest, fees and other recoveries due (which is equivalent of \$1,088,450.11).	XSO123410838 under the Proof of Claim, which is EUR 740,000.00 plus EUR 29,168.33 being all accrued interest, fees and other recoveries due (which is equivalent of \$1,088,450.11).	XS0123410838 under the Proof of Claim, which is EUR 740,000.00 plus EUR 29,168.33 being all accrued interest, fees and other recoveries due (which is equivalent of \$1,088,450.11). 43.20388350% of the ISIN/CUSIP XS0123410838 under	XS0123410838 under the Proof of Claim, which is EUR 740,000.00 plus EUR 29,168.33 being all accrued interest, fees and other recoveries due (which is equivalent of \$1,088,450.11). 43.20388350% of the ISIN/CUSIP XS0123410838 under the Proof of Claim,	XSO123410838 under the Proof of Claim, which is EUR 740,000.00 plus EUR 29,168.33 being all accrued interest, fees and other recoveries due (which is equivalent of \$1,088,450.11). 43.20388350% of the ISIN/CUSIP VASO123410838 under the Proof of Claim, which is EUR	50123410838 under a Proof of Claim, nich is EUR 0,000.00 plus EUR 1,168.33 being all crued interest, fees and ther recoveries due rhich is equivalent of 1,088,450.11). 1,20388350% of the IN/CUSIP S0123410838 under e Proof of Claim, nich is EUR 570,000.00 plus EUR	XS0123410838 under the Proof of Claim, which is EUR 740,000.00 plus EUR 29,168.33 being all accrued interest, fees and other recoveries due (which is equivalent of \$1,088,450.11).  43,20388350% of the ISNI/CUSIP XS0123410838 under the Proof of Claim, which is EUR 2,670,000.00 plus EUR 105,242.50 being ail	XSO123410838 under the Proof of Claim, which is EUR 740,000.00 plus EUR 29,168.33 being all accrued interest, fees and other recoveries due (which is equivalent of \$1,088,450.11).  43.20383350% of the ISN/CUSIP XSO123410838 under the Proof of Claim, which is EUR 2,670,000.00 plus EUR 105,242.50 being ail accrued interest, fees and	XSO123410838 under the Proof of Claim, which is EUR 740,000.00 plus EUR 29,168.33 being all accrued interest, fees and other recoveries due (which is equivalent of \$1,088,450.11).  43.20388350% of the ISNI/CUSIP XSO123410838 under the Proof of Claim, which is EUR 2,670,000.00 plus EUR 105,242.50 being ail accrued interest, fees and other recoveries due	XSO123410838 under the Proof of Claim, which is EUR 740,000.00 plus EUR 29,168.33 being all accrued interest, fees and other recoveries due (which is equivalent of \$1,088,450.11).  43.20388350% of the ISIN/CUSIP XSO123410838 under the Proof of Claim, which is EUR 105,242.50 being ail accrued interest, fees and other recoveries due (which is equivalent of
=	-	20000000	the Proof o	the Proof o which is El 740,000.00 29,168.331 accrued int	the Proof o which is El 740,000.00 29,168.331 accrued int	the Proof o which is El 740,000.00 29,168.331 accrued int other recov (which is e \$1,088,450	AND RESIDENCE OF SECURIOR SECTION	AND REAL PROPERTY OF THE PARTY OF THE PARTY OF		AND THE RESIDENCE OF SHORT AND THE MANUAL PRICE. BY		AND RESERVED STORES AND DESCRIPTION OF PROBLEMS	MAN N. A. SCHOOL SOMESHAM DE MANNESPAS PROMINE THAN	MAN NEW MARKET SOMES AND DESCRIPTION DESCRIPTION FOR	ME BED SCHOOL SOMEON BY BACKETER BY COLLECTION PROBE.
Guarantor Lehman Brothers	Lehman Brothe	Holdings Inc.					Lehman Brothers Holdings Inc.	Lehman Brothe Holdings Inc.	cehman Brothe Holdings Inc.	chman Brothe Holdings Inc.	cehman Brothe Holdings Inc.	cehman Brothe Holdings Inc.	Lehman Brothe Holdings Inc.	chman Brothe Holdings Inc.	chman Brothe Holdings Inc.
Issuer		Lehman Brothers L Treasury Co. E. B.V.					hers								
ISINCOSIF		XS0123410838					XS0123410838								
Description of Security		Lehman Brothers Treasury CO. BV Program Securities Bonds													
Purchaser		Oaktree Huntington Investment Fund,	·					nities 11, L.P.	0.	0.	o.	0.	0.	o.'	a.

EUR 436,555.00 which is the equivalent of \$617,768.98 plus all accrued interest, fees and other recoveries due.	EUR 135,124.17 which is the equivalent of \$191,214.21 plus all accured interest, fees and other recoveries due.	EUR 2,058,045.00 which is the equivalent of \$2,912,339.48 plus all accrued interest, fees and other recoveries due.
6.95792880% of the ISIN/CUSIP XS0123410838 under the Proof of Claim, which is EUR 420,000.00 plus EUR 16,555.00 being all accrued interest, fees and other recoveries due (which is equivalent of \$617,768.98).	2.10355987% of the ISIN/CUSIP XS0123410838 under the Proof of Claim, which is EUR 130,000.00 plus EUR 5,124.17 being all accrued interest, fees and other recoveries due (which is equivalent of \$191,214.21).	32.03883495% of the ISIN/CUSIP XS0123410838 under the Proof of Claim, which is EUR 1,980,000.00 plus EUR 78,045.00 being all accrued interest, fees and other recoveries due (which is equivalent of \$2,912,339.48).
Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.
Lehman Brothers Treasury Co. B. V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.
XS0123410838	XS0123410838	XS0123410838
Lehman Brothers Treasury CO. BV Program Securities Bonds	Lehman Brothers Treasury CO. BV Program Securities Bonds	Lehman Brothers Treasury CO. BV Program Securities Bonds
Oaktree Opportunities Fund VIII (Parallel), L.P.	Oaktree Opportunities Fund VIII (Parallel 2), L.P.	OCM Opportunities Fund VIIb, L.P.

EUR 249,460.00 which is the	equivalent of \$353,010.85 plus all accrued interest, fees and other recoveries due.
XS0123410838 Lehman Brothers   Lehman Brothers   3.88349515% of the	ISIN/CUSIP XS0123410838 under the Proof of Claim, which is EUR 240,000.00 plus EUR 9,460.00 being all accrued interest, fees and other recoveries due (which is equivalent of \$353,010.85).
Lehman Brothers	Holdings Inc.
Lehman Brothers	Treasury Co. B.V.
XS0123410838	
Lehman Brothers Treasury CO.	BV Program Securities Bonds
OCM	Opportunities Fund VIIb (Parallel), L.P.

#### AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

#### TO: THE DEBTOR AND THE BANKRUPTCY COURT

For value received, the adequacy and sufficiency of which are hereby acknowledged, Morgan Stanley & Co. International ple ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to purchasers as set forth in Schedule I hereto (the "Purchaser" and individually, an "Individual Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 56932 filed by or on behalf of Mediolanum Vita S.p.A. ("Predecessor") (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

The Transferred Claims were transferred from Predecessor to Seller as evidenced at docket No.12491 in the Proceedings.

- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the

Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein..
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.
- 8. It is being understood among the Seller and each Individual Purchaser that each Individual Purchaser is executing this agreement solely in its individual capacity and that all obligations and/or liabilities of an Individual Purchaser hereunder are enforceable solely against such Individual Purchaser and such Individual Purchaser's assets. The agreements made by each Individual Purchaser hereunder and all obligations and liabilities of each Individual Purchaser shall be several (and not joint and several) in accordance with each Individual Purchaser's respective Purchased Claim.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20 day of December, 2010

MORGAN

STANLEY CO. INTERNATIONAL PLC

By:

Name: Title:

BRIAN CRIPPS

25, Cabut Squaresed Signatory

Canary Wharf London E14 4QA

E- mail: Indistressed@morganstanley.com

Oaktree Huntington Investment Fund, L.P.

By: Oaktree Huntington Investment Fund GP, L.P.

Its: General Partner

By: Oaktree Huntington Investment Fund GP LTD

Its: Managing Member

By: Oaktree Capital Management, L.P.

its: Director

By: Scott L. Graves Name: Managing Director Title:

William Melanson Vice President

> William Melanson Authorized Signatory

Address:

Oaktree Huntington Investment Fund, L.P.

C/O Oaktree Capital Management, L.P.

333 South Grand Ave, 28th Floor Los Angeles, CA 90071

Oaktree Opportunities Fund VIII (Parallel 2), L.P.

By: Oaktree Capital Management, LLC

its: General Partner

By: Oaktree Fund GP, L.P.

its: Managing Monitoer

By: Name: Title: Authorized Signatory

Oaktree Opportunities Fund VIII (Parallel 2),

L.P.

C/O Oaktree Capital Management, L.P.

333 South Grand Ave, 28th Floor

Los Angeles, CA 90071

Oaktree Opportunities Fund VIII, L.P.

By: Oaktree Opportunities Fund VIII GP, L.P.

its: General Partner

By: Oaktree Opportunities Fund VIII GP Ltd.

its: General Partner

By: Oaktree Capital Management, L.P. its: Managing Member

By: Name: Title:

Scott L. Graves Managing Director

Address:

Oaktree Opportunities Fund VIII, L.P. C/O Oaktree Capital Management, L.P. 333 South Grand Ave, 28th Floor Los Angeles, CA 90071

Oaktree Opportunities Fund VIII (Parallel), L.P.

By: Oaktree Opportunities Fund VIII GP, L.P. its: General Partner

By: Oaktree Opportunities Fund VIII GP Ltd. its: General Partner

By: Oaktree Capital Management, L.P.

its: Director

By: Name: Title:

Scott L. Graves Managing Director

Address;

Oaktree Opportunities Fund VIII (Parallel),

C/O Oaktree Capital Management, L.P. 333 South Grand Ave, 28th Floor Los Angeles, CA 90071

OCM Opportunities Fund VIIb, LP

By: OCM Opportunities Fund VIIb GP, L.P. its: General Partner

By: OCM Opportunities Fund VIIb GP Ltd. its: Managing Member

By: Oaktree Capital Management, L.P. its: Director

Vice President

William Melanson

William Melanson Vice President

By: Scott L. Graves
Title: Managing Director

William Melanson Vice President

#### Address:

OCM Opportunities Fund VIIb, LP C/O Oaktree Capital Management, L.P.

333 South Grand Ave, 28th Floor Los Angeles, CA 90071

#### OCM Opportunities Fund VIIb (Parallel), L.P.

By: OCM Opportunities Fund VIIb GP, L.P. its: General Partner

By: OCM Opportunities Fund VIIb GP Ltd. its: General Partner

By: Oaktree Capital Management, L.P. its: Director

Name: Scott L. Graves
Title: Managing Director

#### Address:

OCM Opportunities Fund VIIb (Parallel), L.P. C/O Oaktree Capital Management, L.P. 333 South Grand Ave, 28th Floor Los Angeles, CA 90071 William Melanson Vice President

## Schedule 1

# Transferred Claims

99.84350548% of XS0124186981 = USD 9,369,749.62 of USD 9,384,435.75 (the outstanding amount of XS0124186981 as described in the Proof of Claim as of December 26,2010),

Original claim amount USD 133,916,578.63 - proof of claim number 56932

(the outstanding principal amount of the Proof of Claim as of December 20, 2010).

Lehman Programs Securities to which Transfer Relates

Total Amount (as of Proof of Claim Filing Date)	EUR 793,928.90 which is the equivalent of \$1,123,488.79 plus all accrued interest, fees and other recoveries duc.	EUR 2,864,370.93 which is the equivalent of \$4,053,371.31 plus all accrued interest, fees and other recoveries due.
Principal/Notional Amount	11.99059561% of the ISIN/CUSIP XS0124186981 under the Proof of Claim, which is EUR 765,000.00 plus EUR 28,928.90 being all accrued interest, fees and other recoveries due (which is equivalent of \$1,123,488.79).	43.26018809% of the ISIN/CUSIP XS0124186981 under the Proof of Claim, which is EUR 2,760,000.00 plus EUR 104,370.93 being all accrued interest, fees and other recoveries due (which is equivalent of \$4,053,371.31).
Guarantor	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.
Issuer	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.
ISIN/CUSIP	XS0124186981	XS0124186981
Description of Security	Lehman Brothers Treasury CO. BV Program Securities Bonds	Lehman Brothers Treasury CO. BV Program Securities Bonds
Individual Purchaser	Oaktree Huntington Investment Fund, L.P.	Oaktree Opportunities Fund VIII, L.P.

EUK 440,200.09 which is the equivalent of \$631,503.50 plus all accured interest, fees and other recoveries due.	EUR 134,916.02 which is the equivalent of \$190,919.66 plus all accuned interest, fees and other recoveries due.	EUR 2,127,521.89 which is the equivalent of \$3,010,,656.23 plus all accrued interest, fees and other recoveries due.
6.73981191% of the ISIN/CUSIP XS0124186981 under the Proof of Claim, which is EUR 430,000.00 plus EUR 16,260.69 being all accrued interest, fees and other recoveries due (which is equivalent of \$\$631,503.50).	2.03761755% of the ISIN/CUSIP XS0124186981 under the Proof of Claim, which is EUR 130,000.00 plus EUR 4,916.02 being all accrued interest, fees and other recoveries due (which is equivalent of \$190,919.66).	32.13166144% of the ISIN/CUSIP XS0124186981 under the Proof of Claim, which is EUR 2,050,000.00 plus EUR 77,521.89 being all accrued interest, fees and other recoveries due (which is equivalent of \$3,010,656.23).
Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.
Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.
XS0124186981	XS0124186981	XS0124186981
Lehman Brothers Treasury CO. BV Program Securities Bonds	Lehman Brothers Treasury CO. BV Program Securities Bonds	Lehman Brothers Treasury CO. BV Program Securities Bonds
Oaktree Opportunities Fund VIII (Parallel), L.P.	Oaktree Opportunities Fund VIII (Parallel 2), L.P.	OCM Opportunities Fund VIIb, L.P.

EUR 254,264.81 which is the equivalent of \$359,810.13 plus all accrued interest, fees and other recoveries due.	
XS0124186981 Lehman Brothers Lehman Brothers 1.84012539% of the Treasury Co. Holdings Inc. XS0124186981 under B.V. Holdings Inc. XS0124186981 under the Proof of Claim, which is EUR 245,000.00 plus EUR 9,264.81 being all accured interest, fees and	other recoveries due (which is equivalent of \$359,810.13).
Lehman Brothers Holdings Inc.	
Lehman Brothers Treasury Co. B.V.	
XS0124186981	141
Lehman Brothers Treasury CO. BV Program Securities Bonds	
OCM Opportunities Fund VIIb (Parallel), L.P.	